

Alaska Army National Guard



Facility Rental Standard Operating Procedures

Alaska Army National Guard
Construction and Facility Management Office
Joint Base Elmendorf-Richardson
Alaska 99505

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Chapter 1 – GENERAL

- 1.1 Purpose:** It is the policy of the Adjutant General (TAG) that Department of Military and Veterans' Affairs (DMVA) and Alaska Army National Guard (AKARNG) facilities be made available for reasonable and legitimate civilian activity so long as the activity does not interfere with military purposes. Facility managers will allow such use based on Federal, State, and National Guard Bureau rules and regulations.
- 1.2 Applicability:** This standard operating procedure (SOP) establishes the procedures from which the Construction and Facility Management Office (CFMO) authorizes use of facilities to non AKARNG users of DMVA/AKARNG facilities.
- 1.3 Supersession Notice:** This SOP supersedes the AKARNG Facility Rental Procedures Regulation (AKARNGR 420-12) dated 1 January 2004 and all related amendments.
- 1.4 Points of Contact:** The CFMO is the primary point of contact (POC) at (907) 428-6750 or 6116.
- 1.5 Acronyms:**
- A. AKARNG: Alaska Army National Guard
 - B. AKANG: Alaska Air National Guard
 - C. AMYA: Alaska Military Youth Academy
 - D. ANM: Alaska Naval Militia
 - E. ASDF: Alaska State Defense Force
 - F. CFMO: Construction and Facilities Management Office/Officer
 - G. DAS: Division of Administrative Services
 - H. DHS&EM: Division of Homeland Security and Emergency Management
 - I. DMVA: Department of Military and Veterans' Affairs
 - J. FISP: Facility Inventory and Support Plan
 - K. IIC: Identifiable Incremental Costs
 - L. SJA: Office of the Staff Judge Advocate
 - M. MCA: Master Cooperative Agreement
 - N. NGB: National Guard Bureau
 - O. OVA: Office of Veterans Affairs
 - P. POC: Point of Contact
 - Q. TAG: The Adjutant General
 - R. USACE: United States Army Corps of Engineers
 - S. USPFO: United States Property and Fiscal Office
- 1.6 Definitions:**
- A. **AKARNG Facility:** Any office, building, room, space or other real property identified on the AKARNG Facility Inventory and Support Plan (FISP) acquired by use of a Federal or State real estate instrument (license, permit, title, et cetera) for the purposes of AKARNG training.
 - B. **Commercial Renter:** Any person, organization, or business whose purpose is to make a profit.
 - C. **Construction and Facilities Management Office:** Referred to as CFMO for the remainder of this document. This office serves as the primary point of contact in the State of Alaska for the Alaska Army National Guard and as the principal advisor to TAG and USPFO on all

aspects of real property, facilities engineering, construction, and environmental management programs for AKARNG facilities.

- D. **Direct Cost:** An expense that can be traced directly to (or identified with) a specific cost center or cost object such as a department, process, or product.
- E. **Direct Reimbursement:** The reimbursement received from other Federal agencies for the use of a NGB supported facility.
- F. **DMVA:** The DMVA is made up of the AKARNG, AKANG, ASDF, DHS&EM, DAS, OVA, AMYA, ANM, and Alaska Aerospace Corporation.
- G. **DMVA/AKARNG Facility:** This includes DMVA and AKARNG facilities.
- H. **State Facility:** DMVA has operational oversight of any office, building, room, space, or other piece of real property identified on the AKARNG FISP acquired by use of a State real estate instrument (license, permit, title, et cetera). For the purposes of this SOP, these facilities are considered State facilities.
- I. **Event Bystander/Security Personnel:** National Guard members, DMVA employees, or other State employees approved and appointed by the AKARNG to safeguard facilities, government property, and equipment therein.
- J. **Identifiable Incremental Costs:** IIC costs are those costs incurred by the AKARNG that are directly related to usage by users being supported that the AKARNG would not otherwise incur.
- K. **Identifiable Incremental Cost Rate:** Mandatory minimum rates charged to a renter in order to recover costs incurred by the DMVA/AKARNG for basic costs of operations during the rental (utilities, supplies, et cetera).
- L. **Indirect Cost:** Costs that are not directly accountable to a cost object (such as a particular project, facility, function or product). Indirect costs may be either fixed or variable. Indirect costs include administration, personnel, and security costs.
- M. **Individual Renter:** Individuals requesting use of DMVA/AKARNG facilities for family events such as, but not limited to, weddings, retirements, anniversaries, birthdays, and reunions.
- N. **Non-Profit Renter:** Any person, business or organization that functions strictly for the benefit of the community and receives no personal gain from their activities, and has been issued an IRS non-profit certificate. Military units, veterans groups, and other groups meeting the State or Federal requirements for a private non-profit organization are also considered a non-profit renter.
- O. **Program Income:** The gross income received by TAG directly generated by a cooperative agreement supported activity. This includes fees for services performed or from the use or rental of real or personal property acquired with cooperative agreement funds.
- P. **Use Agreement:** A written agreement that establishes or modifies the terms and conditions concerning the use and occupancy of a facility and its premises for non-regular use up to but not to exceed seven consecutive days, or 30 non-consecutive days in a 12 month period.

- Q. **The Adjutant General:** IAW Alaska Statute (AS) Title 26, TAG is the Commissioner of the DMVA and is referred to as TAG throughout the State statutes. The Commissioner of the DMVA will be referred to as TAG throughout this document. TAG is responsible for all State interests in DMVA/AKARNG real property.
- R. **United States Property and Fiscal Office:** The USPFO advises and assists the units/organizations/activities within the State to ensure that Federal property and funds are used IAW applicable Department of the Army or Air Force directives as implemented by the Chief of the National Guard Bureau. USPFO is responsible for all Federal interests in AKARNG real property.

Chapter 2 – UTILIZATION OF FACILITIES

- 2.1 **General:** State and Federal facilities are primarily used for training and assembly of the AKARNG.
- A. DMVA/AKARNG facilities that are available for use for non-Army purposes will be granted in the following order of preference in accordance with Army Regulation (AR) 405-80, Paragraph 4-3:
- 1) Non-Army entities which support an Army, installation/project, or national defense mission
 - 2) Other military departments or Department of Defense (DoD) activities or agencies
 - 3) Other Federal agencies or activities
 - 4) Contractors who support 2 and 3 above
 - 5) State or local government agencies or entities
 - 6) Private parties, to include non-profit and individual renters
- B. The DMVA and AKARNG maintain these facilities for the AKARNG and use by the AKARNG and has priority over any other organization.
- C. Other organizations and individuals are encouraged to use the buildings for their activities when the AKARNG is not using the facility or when joint use of the facility does not impair the mission of the AKARNG.
- D. The AKARNG retains the right to access the premises at all times for any reason.
- E. In the event of a natural disaster or national emergency, it may be necessary for the renter to move from the site or reconfigure their use areas to allow for the AKARNG and/or the DMVA to properly and swiftly respond to the emergency.
- F. Use as an Emergency Evacuation Shelter: The AKARNG will consider and approve the use of a facility as an emergency evacuation shelter for hospitals, nursing homes, or other community needs as part of a pre-approved institutional plan to cope with disasters.

However, such prospective users will be advised that in a disaster, the National Guard or other government agencies may need the facility for disaster aid operations at the direction of the Adjutant General or his/her designated representative.

- G. Use for Emergency Preparedness Exercises: Facility space may be made available to support emergency preparedness exercises without charges. Facility clean-up and security will be performed by the emergency exercise group.
- H. Use as Polling Place: Subject to 10 U.S.C. § 2670 and DoD policy, designated space may be made available as a polling place without charges.
- I. An individual or representative for an organization seeking to rent a DMVA/AKARNG facility must be at least twenty-one (21) years of age or older. Proof of age may be required.
- J. The renter must be present during the entire event.
- K. If the facility to be rented is on a federal installation such as Joint Base Elmendorf-Richardson, then the renter is responsible for obtaining base access for all participants. The renter and all participants must follow all installation rules.
- L. Admission, participation, seating of participants and spectators, and the use of facilities shall not be restricted based upon race, color, national origin, gender, sexual orientation, religious affiliation, or disability during public and private events.
- M. If a fee is charged by the renter, anyone who pays the fee must be admitted unless an objective legal reason for denying entrance exists (e.g., an individual is intoxicated, belligerent or disruptive, et cetera).
- N. The AKARNG reserves the right to deny rental of a DMVA/AKARNG facility to any person or group. When rental is denied, the reasons for the denial will be documented and kept on file at the CFMO. Denial letters will be sent to the SJA for review before issuance.
- O. The renter is required to obtain and show proof of all appropriate permits/licenses/insurance required by applicable Federal laws, State laws, and local ordinances, military regulation, or this Use Agreement. Failure to provide appropriate documents will result in immediate cancellation of the Use Agreement.
- P. The renter/lessee is prohibited from subletting a DMVA/AKARNG facility.
- Q. It is prohibited for any Soldier or DMVA employee or member of his/her family to directly or indirectly accept a gratuity, goods, or services of any kind in exchange for waived or reduced charges for the rental of an DMVA/AKARNG facility. However, this does not prevent a Soldier or DMVA State Employee from donating their time to oversee an event.
- R. Providing goods or services to the DMVA/AKARNG in exchange for use of the DMVA/AKARNG facility is prohibited.
- S. Occupancy limits set by the military installation, local, or State fire marshal will be observed and enforced.

- T. Additional restrictions, such as requiring the renter to hire professional security personnel at the renter's expense, may be imposed on any rental as determined necessary by the AKARNG. Such restrictions will be noted on the Use Agreement or as an attached addendum prior to signatures. All attached addenda should include the signatures, or initials, of the renter and the AKARNG; however, failure to sign or initial each addendum sheet will not void the Use Agreement in any way.

2.2 Authorized Facility Areas for Rent: Areas available for rental include assembly areas, classrooms, restrooms, kitchen, and parking. Other areas may be considered on a case by case basis.

2.3 Requests for Facility Rental: All requests for the use of DMVA/AKARNG facilities shall be directed to the CFMO. These requests will be prepared on the Request Form in Appendix B. Rental costs, operating costs, clean-up costs and any additional costs will be computed and recorded on the Request Form. After requests are recommended for approval or denial, they may be sent to the SJA for review. For Federal facilities, the request requires final approval by the USPFO (or designated representative). For State facilities, the request requires final approval by TAG (or designated representative). Requests should be submitted to CFMO a minimum of 30 business days prior to the event to allow time for review and approval. Short notice requests of less than 30 business days may not be approved. Upon approval of the request, the CFMO finalizes the Use Agreement and sends it to the renter for review, signature, and payment.

2.4 Restriction of Facility Usage: All usage of the DMVA/AKARNG facilities must adhere to the restrictions that follow:

- A. Housing non-military personnel is NOT permitted without permission from the AKARNG except during a period of a declared national or State emergency.
- B. Neither the renter nor any exhibitor or merchant occupying floor space will engage in the sale of merchandise or services of any kind without prior approval.
- C. Facilities will not be rented to any organization or individual for any of the following or similar functions:
 - 1) Professional sports
 - 2) Inherently dangerous activities (such as boxing, karate, mixed martial arts, and snowmachines)
 - 3) Motor sports or activities where motor vehicles will be operated indoors
 - 4) Roller skating or skate boarding
 - 5) Gambling of any kind
 - 6) Obscene or lewd entertainment
 - 7) Any activity which will reflect negatively on the State of Alaska or AKARNG
- D. Cooking appliances that use liquefied petroleum gases (propane) may be used outside, not

closer than 50 feet from the building.

- E. If additional/excessive costs resulting from rental use (utilities, et cetera) are billed to the DMVA/AKARNG, the renter will be charged the additional amount.
- F. The renter will not make any alterations or additions to the facility without the written approval. Alterations include but are not limited to electrical modifications, snowplowing, mowing, affixing signage, et cetera. The renter is liable to the DMVA/AKARNG for damages arising out of the use of the facility.
- G. Smoking or the use of any tobacco product is not permitted inside any DMVA/AKARNG facility (chew, e-cigarettes, et cetera). Smoking is permitted 50 feet from the building or in designated outdoor smoking areas only. The facility user is responsible for the removal of all cigarette butts, et cetera.
- H. The distribution or presentation of materials, displays, exhibitions, or performances which are "obscene or crime inciting," as set out in 18 U.S.C. §§ 1460-1470, is prohibited.
- I. No person on DMVA/AKARNG property may carry or possess explosives or items intended to be used to fabricate an explosive or incendiary device, either openly or concealed.
- J. This SOP prohibits the possession of firearms or other dangerous weapons in DMVA/AKARNG facilities by all persons not specifically authorized by 18 U.S.C. § 930. The term "dangerous weapon" means a weapon, device, instrument, material, or substance, animate or inanimate, that is used for, or is readily capable of, causing death or serious bodily injury, except that such term does not include a pocket knife with a blade of less than 2 1/2 inches in length. This provision does not apply to individuals in the performance of their law enforcement duties. Those DMVA personnel and members of the public visiting DMVA facilities who may legally possess a firearm under State and Federal law are authorized to store a firearm in a personal vehicle on State owned or leased land in accordance with AS 18.65.800. If a firearm is stored in a locked vehicle while parked on State owned or leased land, the firearm and its ammunition will be placed in separate, individually locked cases for safety. Additionally, the cases will be located in the vehicle so not to be in plain view from any location outside the vehicle. No firearms are permitted on federally owned land. For clarification, check with the AKARNG on what facilities can or cannot have firearms stored in vehicles while visiting DMVA/AKARNG facilities.
- K. Except in cases where the drug is being used as prescribed for a patient by a licensed physician, all persons entering in or on DMVA/AKARNG property are prohibited from:
 - 1) Being under the influence, using or possessing any narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines; or
 - 2) Operating a motor vehicle on the property while under the influence of alcoholic beverages, narcotic drugs, hallucinogens, marijuana, barbiturates, or amphetamines. Consumption of alcoholic beverages on the premises must be approved in writing prior to any event (see Chapter 6 – Alcohol Policy).
- L. Pursuant to AR 360-1, Paragraph 3-4; DoDI 4165.70; and AS 39.52.120, DMVA/AKARNG facilities will not be used for the endorsement of any political candidate or party member. This includes political activities such as campaign speeches, rallies, and meetings.

- M. At no time will political banners, posters, literature, decals, or other materials be displayed or distributed on DMVA/AKARNG facility property. Political bumper stickers may be displayed on privately owned vehicles, but should not be contemptuous towards an elected official or anyone running for public office.
- N. No political solicitation will take place at any time on DMVA/AKARNG facility property or grounds.
- O. No equipment or supplies may be stored earlier than 24 hours prior or 24 hours following the scheduled rental event, unless prior approval was granted.
- P. During non-military events, the use of DMVA/AKARNG facility telephones will be limited to emergency use only.
- Q. DMVA/AKARNG equipment will NOT be used without prior approval (kitchen, kitchen equipment/utensils, tables, chairs, projectors, et cetera). If using the kitchen and its equipment, health and safety rules must be followed. Use of equipment requires advanced notice to the AKARNG of the requirements to ensure proper instruction of health and safety rules.
- R. Parking is only allowed within the designated parking areas. DMVA/AKARNG facility parking is available when associated with the rental events at no additional cost to the users.
- S. Areas which are enclosed by security fencing are NOT permitted for rental use without prior written approval by the CFMO or the AKARNG.
- T. Any activity (fundraising, raffles, door prizes, et cetera) not previously listed in this SOP must be preapproved by the CFMO and SJA.
- U. The processing of fish and/or game is prohibited unless previously coordinated in the rental agreement.

- 2.5 Environmental Responsibilities:** The renter will handle, store, and dispose of hazardous materials used and generated by them IAW all local, State, and Federal laws and regulations. The renter is liable for any spills, environmental non-compliance, or other damages which occur on the property as a direct result of their use. If a spill or release of a hazardous substance, to include Petroleum, Oil, and Lubricants, should occur on the property, the renter will immediately notify the DMVA/AKARNG and other required authorities regardless of amount.
- 2.6 Cultural/Paleontological Resources:** The removal or disturbance of archeological or historic artifacts is prohibited and if found shall be reported to the DMVA/AKARNG.
- 2.7 Americans with Disabilities Act (ADA) Requirements:** Any entity renting portions of a DMVA/AKARNG facility will comply with all governing rules and regulations of the ADA, found at www.ADA.gov.
- 2.8 Preventing Facility Damage:** Facilities will not be rented when such use will cause damage to the facility (e.g., heavy equipment).

- A. In any event where vehicles are to be on the drill hall floor, renters must properly protect the facility from fuel and oil seepage.
- B. The facility manager and renter will conduct pre- and post-rental inspections. These inspections will identify preexisting conditions and the condition of the facility following the rental period.

2.9 Rental Rates and Requirements for All Facilities:

- A. Rental rates are listed in Appendix A. These rates are established by the CFMO with input from DMVA and USPFO. Rates are subject to change, and will be reviewed/updated as necessary. Time required for set-up and clean-up must be factored into the total number of hours charged. See Appendix A for available facilities.
- B. Short-term, non-recurring use is defined in AR 405-80 as “up to seven consecutive days or not to exceed 30 non-consecutive days in any 12 month period.” Authorized users at a minimum will be charged for the cost to run the facility, including direct, indirect, and general administrative costs (together known as Identifiable Incremental Costs or IIC).
- C. Long-term use is not covered within this SOP and is covered under the Real Estate Manual for Federal Property – 2005.
- D. Standard rates will apply to all commercial, individual and other renters not listed under IIC rates, or for activities that are considered for-profit (public events, training events, conferences, meetings, receptions, et cetera). See Appendix A for standard and IIC rates.
- E. IIC rates apply to individuals, groups, and events listed below: (see Appendix A for IIC rates)
 - 1) Youth and charitable organizations and groups listed under 32 U.S.C. § 508 (see Appendix D). This applies to rental of the facility only. All other support requested by and provided to these organizations/groups will be in accordance with 32 U.S.C. § 508 and other applicable laws and regulations. POC is the SJA.
 - 2) Non-profit organizations with written documentation verifying their non-profit status in accordance with IRS standards under section 501(c) of the Internal Revenue Code
 - 3) Government entities (local, State, or Federal)
 - 4) Non-federal entities such as local community organizations or groups, and local chapters of national associations (VFW, DAV, American Legion, ANGEA, ANGOA, et cetera) for official activities
 - 5) Community events (commodity distribution, health fair, job fair, community blood drive, et cetera)
 - 6) Current uniformed service members, DMVA/AKNG employees, veterans and their dependents (spouse or children) for personal activities (retirements, receptions, reunions, birthday parties, et cetera)
- F. Commercial Renter: Commercial renters applying for use of facilities shall be required to provide evidence of legitimacy to include one of the following:

- 1) Submit a current certificate of corporate good standing, from the State of incorporation
- 2) Business license
- 3) Additional requirements as requested (proof of insurance, parent/guardian permission, et cetera)

G. Non-Profit Renter: Non-profit renters applying for use of facilities for non-military use:

- 1) Shall document their legal and official status by including with the application to use the facility one or more of the following:
 - i. A certificate of corporate good standing, produced by the State in which the renter is incorporated.
 - ii. A certificate of the renter's Federal tax-exempt status.
 - iii. A certificate of their status as a charitable trust, or non-corporate entity, produced by the State in which the renter is registered.
 - iv. A certificate of the renter's authority to operate as a part of an organization possessing a national charter.
- 2) May use DMVA/AKARNG facilities at IIC rates for the purpose of conducting charitable events, provided such events DO NOT involve the raising of funds for personal benefit. If the purpose of the event is to raise funds, then the group will be charged standard rental rates. The following factors shall be adequate to determine that the event involves the raising of funds:
 - i. The sale of entrance tickets, raffle tickets, goods, services, and/or food. POC is the SJA.
 - ii. The charging of registration fees, either at or related to such an event.
- 3) If conducting an event for the purpose of, or in conjunction with, the advertisement of products or services for sale or profit shall also be subject to a standard rental fee.
- 4) If engaging in fundraising events, must meet the same requirements as commercial renters in Section F above and must pay fees and service charges as delineated therein.

H. DoD and Federal users will use facilities under a Rental Request Form (Appendix B), Memorandum of Agreement, Memorandum of Understanding, or Interservice Support Agreement, whichever is appropriate.

I. Legal and Licensing Requirements: All renters will comply with all laws, rules, regulations, and local ordinances such as, but not limited to:

- 1) Fire Safety requirements
- 2) Liquor license for the sale and consumption of alcoholic beverages

- 3) Vendor licensing to include copy of business license application
- 4) Gaming license
- 5) Health certificates for the sale of food items
- 6) Inspection of and approval for amusement rides
- 7) The size and placement of advertising signs
- 8) Smoking in public places
- 9) Maximum capacity as posted

2.10 Payment of Rental Fees:

- A. All rental fees will be made payable by check or money order to the **State of Alaska**. No cash payments will be accepted. Full payment is required upon the signing of the Use Agreement. Deposits may be required depending on the nature of the event.
- B. Rental fees collected will not be processed or deposited until the event is completed. If event is cancelled the rental fee will be returned in original form.
- C. Full payments and any other required documentation will be collected when the Use Agreement is signed and returned to the AKARNG at:

Alaska Army National Guard
 ATTN: CFMO – Rental Request
 PO Box 5800
 JBER, AK 99505

2.11 Event Bystander/Security Personnel Requirements:

- A. During all normal duty hour rentals, an event bystander is not required.
- B. The AKARNG CFMO may determine when an event bystander is required.
- C. Event bystanders can be of the following status: DMVA, National Guard or other State employees. The event bystander will be required to sign the Rental Request Form in Appendix B.
- D. Event bystanders are accountable to the DMVA/AKARNG and not to the renter. They will NOT be engaged in maintaining order or crowd control at the event.
- E. No off duty employee shall be directed or ordered to perform this duty. The event bystander must understand his/her responsibilities.
- F. Event bystanders will perform the following duties, including but not limited to:

- 1) Safeguard DMVA/AKARNG property and equipment by patrolling building interiors and exterior and checking building systems.
- 2) Monitor critical facility systems (lighting, IDS, HVAC, supplies, fire alarms, et cetera) and respond to messages and alarms.
- 3) Control after hour access to groups approved for DMVA/AKARNG use.
- 4) Patrol parking areas and the DMVA/AKARNG vehicle/equipment storage areas.
- 5) Monitor activities to enforce as necessary and assure compliance with terms and provisions of the Use Agreement.
- 6) Enforce appropriate policies, laws, rules, and regulations (smoking policy, display of alcohol permits, occupancy limits, etc.).
- 7) Report any law violation to local law enforcement authorities and inform AKARNG of action taken.
- 8) Monitor conditions during inclement weather and follow appropriate emergency procedures.
- 9) Report unusual activities or non-compliance with terms of Use Agreement to the AKARNG.
- 10) Ensure that facility and grounds following event are cleaned up.
- 11) Will not consume alcohol while performing functions or accept gifts for the performance and/or non-performance of this function.
- 12) Perform other functions as may be requested by AKARNG to ensure adherence of the agreement, policies, laws, rules, and regulations.

2.12 Returned Check Fees: A \$30.00 fee will be charged for returned checks. A new money order or cashier's check for the entire amount (returned check and fee) will be made payable to the State of Alaska.

2.13 Waiver of Rental Fees: Waiver of rental fees for DMVA/AKARNG facilities, if requested, are forwarded to the applicable authority for consideration. Fees may only be waived when it is determined that the administrative cost in collecting rental fees would exceed the amount of the earned income. The AKARNG will, for each fee waived, include a cost benefit analysis and findings in the cooperative agreement file. These policies are in accordance with NGR 5-1.

- A. Rental fees generated from **DoD, Federal, or any State agency supported by Federal funding under a Cooperative Agreement (AMYA)** are considered direct reimbursement and may be waived by the USPFO.
- B. Rental fees generated by **non-Federal, non-DoD users** of State owned, federally supported other than Readiness Centers which would normally be considered Program Income, will not be waived.

- C. Rental fees generated by **non-Federal, non-DoD users** of State owned, federally supported Readiness Centers are not considered program income and must be charged a minimum of IIC rates.

2.14 Cleaning: Each renter is responsible for leaving the facility clean to include all areas used.

- A. Cleaning following the event will be accomplished and returned to “as found” condition as determined by the employee or bystander.
- B. Should the renter fail to satisfy this requirement, the individual or organization may be restricted from future use and will be financially liable for the clean-up costs.
- C. The renter may hire commercial cleaning firms to accomplish the cleaning at the renter’s expense.

2.15 Cancellations and Refunds:

- A. The AKARNG reserves the right to cancel any Use Agreement, at any time, for any reason. The renter is entitled to a refund of the fees paid for the period affected by a cancellation, minus any actual expenses incurred by DMVA/AKARNG.
- B. Cancellations by the renter:
 - 1) The renter has the right to cancel a Use Agreement with written notice at any time up to the date the facility is to be used.
 - 2) The renter may be entitled to a refund of the fees paid for the period affected minus costs incurred by DMVA/AKARNG.
- C. Refunds must be requested by the renter in writing to the AKARNG. Failure to provide all information requested below will delay the issue of the refund:
 - 1) Name of renter
 - 2) Name of individual who made payment (if different from renter)
 - 3) Amount paid
 - 4) Completed Federal IRS Form W-9 (see references)
 - 5) Mailing address where refund check is to be sent
 - 6) Daytime phone number of renter
- D. The AKARNG reserves the right to deduct any actual costs incurred by the DMVA/AKARNG for “no shows” or Use Agreements terminated voluntarily or involuntarily while in progress (damage, clean-up costs, administrative, et cetera).

Chapter 3 – AKARNG ADMINISTRATIVE PROCEDURES

- 3.1 Retaining Copies of Documents:** The AKARNG will retain copies of all rental/user agreements for a minimum of seven years past the expiration date of the current MCA. For example, if the MCA is valid from 2015-2020 and the Use Agreement is established in 2015, it will be kept on file until 2027.
- 3.2 Administrative Process:**
- A. The AKARNG will process rental requests as follows:
- 1) Receive complete request
 - 2) Review request
 - 3) Calculate rental fees
 - 4) Sends renter rental pricing and terms for the facility
 - 5) Once terms are agreed upon forward request for internal review and approval
 - 6) Receive appropriate signatures, payment and supporting documents
 - 7) AKARNG will maintain the original copy of all documents and forward copies of the signed agreement to the accounting office, Readiness Center attendant, renter, and USPFO for Federal facility rentals.
- 3.3 Cancellation, Refund Request, or Emergency:**
- A. Cancellation: Across the body of the original Use Agreement write “CANCELLED,” sign and date below. Send a copy to the CFMO office.
- B. Refunds: Direct the renter to provide a written request for refund. Once the request is received, across the body of the original Use Agreement, write “Refund – Approved/Disapproved” (as appropriate), sign and date below. Forward a copy of the Use Agreement, along with the renter’s refund request to the AKARNG office for action/file. Maintain original in the AKARNG file.
- C. Emergencies: Notify all appropriate departments and agencies necessary to respond. Maintain any documentation regarding emergency actions taken.

Chapter 4 – SECURITY

- 4.1 Security Requirements:** It is the responsibility of the AKARNG to determine security level requirements. It is the responsibility of the facility supervision/event bystander to ensure the security and supervision of the facility and its contents during the rental.
- A. TAG will determine the appropriate Force Protection Condition (FPCON) for all facilities not on a Federal military installation. DMVA/AKARNG facilities will normally operate under the

following security levels.

- 1) FPCON A: Number of event bystanders will be determined by number of civilian personnel, location, and type of military items stored at requested facility. Event traffic and parking will be isolated and assigned to specific locations IAW AR 190-13. Random Antiterrorism Measures (RAM) IAW AR 525-13 are to be implemented. Two (2) event bystanders is preferred to supervise general public access to AKARNG facilities.
 - 2) FPCON B: Same as FPCON A.
 - 3) FPCON C: Rentals are not authorized at this level due to local threat or increase in FPCON level.
- B. The AKARNG reserves the right to cancel any Use Agreement at any time due to required implementation of FPCON measures in accordance with AR 525-13.
- C. AKARNG reserves the right to determine how many event bystanders will be needed for events based on FPCON level, number of civilian personnel using the facility, and type of military items stored within the facility. If the renter is unable or refuses to pay for additional event bystanders, the Use Agreement will be cancelled.
- D. In the event circumstances require the FPCON level to be increased to FPCON C prior to the start of an event, or other events transpire which pose security risks to the AKARNG/DMVA, the AKARNG reserves the right to immediately cancel the event with no advance notice.

Chapter 5 – INDEMNITY CLAUSE

The United States Government, the Department of the Army, the State of Alaska, the Alaska National Guard, the AKARNG, the event bystander(s), their departments and agencies of any kind, and their employees, representatives, agents and assigns, or anyone else connected with these entities assume no responsibility or liability for the activities involved in the rental of this property, for persons attending any function, or for the property of the attendees. The renter agrees to provide for the well-being and protection of attendees, equipment, and property. The renter agrees to pay for any breakage or damage to the DMVA/AKARNG Facility or equipment that occurs as the result of the rental. The renter has examined and inspected or caused to be inspected, and accepts the premises for the intended purpose(s). The renter agrees to hold harmless, defend, and indemnify the United States Government, the Department of the Army, the State of Alaska, the Alaska National Guard, the AKARNG, the event bystander(s), their departments and agencies of any kind, and their employees, representatives, agents and assigns, or anyone else connected with these entities for any loss, cost, expense, damage to property, injury, or death arising from the rental.

Chapter 6 – ALCOHOL

- 6.1 Alcohol Policy:** Except where the head of the responsible agency (TAG) or his or her designee grants an exemption in writing for the appropriate official use of alcoholic beverages, all persons entering in or on Federal property are prohibited from being under the influence or using alcoholic beverages. The head of the responsible agency or his or

her designee must provide a copy of all exemptions granted to the buildings manager and the highest-ranking representative of the law enforcement organization or other authorized officials responsible for the security of the property. (41 C.F.R. § 102-74.405)

A. IF APPROVED for private functions, the head of the responsible agency (TAG) or his or her designee does not require a license or permit for private functions as long as the event is truly a private, by invitation only event not open to the public. There must also be no cover charge or donations. For example, at a wedding reception, friends attend and all alcoholic beverages are provided to the guests free of charge. Considerations for using alcohol at private functions are as follows:

- 1) All persons must be 21 years of age or older to consume alcohol.
- 2) The building license does not prohibit the use of alcohol.
- 3) All local, State, and Federal laws must be followed.

B. IF APPROVED for official functions, or events open to the general public where there will be a charge for alcohol, a liquor license holder will cater the event. Please refer to Caterer's Permits under AS 04.11.230. Considerations for allowing consumption of alcohol under these conditions will also consider:

- 1) All persons must be 21 years of age or older to consume alcohol.
- 2) Following all Federal, State, and local laws regarding alcohol use and distribution.
- 3) The building license does not prohibit the use of alcohol.
- 4) The renter collects the State and local liquor licenses from the caterer and submits them to the Office of the AKARNG for appropriate distribution prior to the event. A list of additional licenses is included in AS 04.21.020.

C. Removal from premises. For safety and legal purposes, the AKARNG, including the event bystander, reserves the right to have any person escorted from the premises for visible intoxication, acts that as a result of intoxication pose a safety or health risk to the individual or others, and/or acts that will or may result in a negative impact to the AKARNG.

APPENDIX A – Facility Rental Rate Sheet

FACILITY RENTAL RATE SHEET

The rates and facilities listed below are subject to change. As of 15Feb18

RENTAL RATES							
STANDARD RATE				IIC RATE			
0-50 People		51+ People		0-50 People		51+ People	
<u>Hourly Rate</u>	<u>*Daily Rate</u>	<u>Hourly Rate</u>	<u>*Daily Rate</u>	<u>Hourly Rate</u>	<u>*Daily Rate</u>	<u>Hourly Rate</u>	<u>*Daily Rate</u>
\$60	\$300	\$90	\$450	\$20	\$100	\$30	\$150

*Hourly Rate is based on 5 hours. Anything over 5 hours will be considered a full day and will be charged the daily rate.

DMVA/AKARNG Sites Available for Rental:

State Owned	State Owned, Federally Supported		Federal Owned
Kotzebue AAOF	Bethel	Kodiak	Hooper Bay
	Fairbanks	Kotzebue	JBER
	Juneau	Nome	Kipnuk
	Kenai	Sitka	Kwethluk
	Ketchikan	Valdez	Quinhagak
	Klawock	Wasilla	Uqtiagvik

BARRACKS RENTAL RATES			
STANDARD RATE		IIC RATE	
\$30	Per person/Day	10\$	Per Person/Day

APPENDIX B – Rental Request Form

RENTAL REQUEST FORM **USE AGREEMENT FOR RENTAL OF ALASKA ARMY NATIONAL GUARD AND/OR DEPARTMENT OF MILITARY AND VETERANS AFFAIRS FACILITY**

*

Location and Facility Name (ex. Juneau Armory)

Availability of AKARNG/ DMVA Facilities

It is the policy of the Adjutant General to allow the rental of DMVA/AKARNG facilities for public use, if such rental will not conflict or interfere with official activities, scheduled or unscheduled, and such use is in accordance with the terms and provisions stated within the Facility Rental SOP and this Use Agreement. Facilities are not available for rental during regularly scheduled National Guard training assemblies, State emergencies, or other official activities. DMVA/AKARNG facilities will not be used for unlawful activities or events that promote any form of discriminatory, anti-government or anti-military beliefs. The AKARNG and its agents reserve the right to refuse the use of any DMVA/AKARNG Facility by any person or group.

FOR THE RENTER; Complete blocks 1-5

1. ***TODAY'S DATE:** _____

2. ***RENTER INFO:** ☐ Individual ☐ Commercial ☐ Non-Profit Organization
☐ Government Entity ☐ Military Member/Employee ☐ Other: _____

NAME: _____ POC (if applicable): _____

ADDRESS: _____

DAYTIME PHONE: _____ PHONE DURING EVENT: _____

IF APPLICABLE:

ALASKA TAX ID NO.: _____

FEDERAL TAX-EXEMPT ID NO.: _____

NOT-FOR-PROFIT CERTIFICATION NO.: _____

3. ***NAME OF EVENT:** _____

***ESTIMATED ATTENDANCE:** _____

Check all that apply: ☐ Public Event ☐ Private Event (by invitation) ☐ For Profit Event
☐ Non-Profit Event ☐ Admission fee charged

4. ***TYPE OF USE AGREEMENT AND PERIOD OF USE:**

DATE(S) OF USE: _____ TOTAL NUMBER OF DAYS: _____

DAY(S) OF WEEK: _____ HOURS OF USE: _____

5. ***AREA(s) OF FACILITY TO BE USED (check all that apply):** ☐ Drill Floor ☐ Kitchen
☐ Classroom ☐ Other (explain): _____

FOR THE AKARNG

6. *FACILITY SUPERVISION (EVENT BYSTANDER):

☐ Required ☐ Not Required

Event Bystanders must be a DMVA, AKARNG or State employee. It is the renter's responsibility to coordinate the presence of the Event Bystander(s) when required. Failure to provide required Facility Supervision will result in cancellation of the rental (see Paragraph 2.15, Cancellations and Refunds). The renter must provide the name(s) of the Event Bystander(s) prior to the start of the rental.

Event Bystander Name(s): _____

Event Bystanders Employer(s): _____

Phone Number(s): _____

7. *AUTHORIZATION TO SERVE ALCOHOLIC BEVERAGES (Requires approval):

☐ N/A ☐ Request Attached

8. *FEES: Check or Money Order made payable to STATE OF ALASKA. Cash payment will not be accepted. NOTE: A collection fee will be charged for any returned check.

Facility Rental: (\$ _____ / ☐ hour ☐ day X _____ # of use) = \$ _____

9. *CURRENT SECURITY LEVEL: ☐ Level A ☐ Level B ☐ Level C

FPCON A: Number of event bystanders will be determined by number of civilian personnel, location, and type of military items stored at requested facility. Event traffic and parking will be isolated and assigned to specific locations IAW AR 190-13. Random Antiterrorism Measures (RAM) IAW AR 525-13 are to be implemented. Two (2) event bystanders are preferred to supervise general public access to AKARNG facilities.

FPCON B: Same as FPCON A.

FPCON C: Rentals are not authorized. In the event the security FPCON level is increased to FPCON C prior to the start of the event, the event will be cancelled. (See Paragraph 2.15, Cancellations and Refunds).

10. MAINTENANCE/CUSTODIAL SERVICES

The renter understands and agrees that they are responsible for the set-up and tear-down of equipment/tables/chairs required for the event and to provide the following custodial services

- | | |
|--|--|
| <input type="checkbox"/> Sweep/mop areas used | <input type="checkbox"/> Wipe off/put away tables and chairs |
| <input type="checkbox"/> Remove trash to dumpster | <input type="checkbox"/> Clean restroom(s) used |
| <input type="checkbox"/> Remove equipment to designated location | <input type="checkbox"/> Remove all personal items |
| <input type="checkbox"/> Other: (explain) _____ | |

11. SPECIAL PROVISIONS/TERMS OF USE: _____

12. ADDENDUMS ATTACHED: _____

☐ N/A ☐ Alcohol Request Form (Appendix C) ☐ Additional Documentation

General Terms and Provisions of Use

1. The renter must be at least twenty-one (21) years of age to enter this Use Agreement for the use of a DMVA/AKARNG Facility. Proof of age will be required.
2. The renter must be present during the entire rental period.
3. Admission, participation, seating of participants and spectators, and the use of facilities shall be without regard to race, color, national origin, gender, sexual orientation, or religious affiliation.
4. If an admission fee is charged by the renter, anyone who pays the fee must be admitted unless some sort of legal objective reason for denying entrance exists (individual is intoxicated, belligerent or disruptive, et cetera).
5. The renter must obtain and show proof of all appropriate permits/licenses required by Federal, State, and government ordinance or military regulation or this Use Agreement.
6. **SMOKING IS NOT PERMITTED**, nor is the use of any other tobacco product (to include e-cigarettes), inside of any facility. Smoking and use of other tobacco product may be permitted in designated outdoor areas only.
7. Except where TAG or his or her designee has granted an exemption in writing for the appropriate official use of alcoholic beverages, all persons entering in or on Federal property are prohibited from being under the influence or using alcoholic beverages.
8. Subletting of a DMVA/AKARNG Facility is prohibited.
9. It is prohibited for any representative of the AKARNG or any member of an AKARNG representative's family to directly or indirectly accept a gratuity, goods or services of any kind in exchange for waived or reduced charges for the use of any DMVA/AKARNG Facility.
10. Providing goods or services to the AKARNG in exchange for use of a DMVA/AKARNG Facility is prohibited.
11. Occupancy limits set by the State Fire Marshal will be observed and enforced.
12. The AKARNG reserves the right to enter the facility at any time during any rental.
13. The renter agrees to pay applicable collection fees charged to the State of Alaska for any returned check that was issued by the renter to the AKARNG.
14. The event bystander(s) does not have express or implied responsibility for activities occurring at the facility during the Rental. The event bystander(s) is responsible for monitoring the event on behalf of the AKARNG. The event bystander(s) will notify the renter of any identified issues or concerns. If the issue is not resolved to the satisfaction of the event bystander(s), he/she will immediately contact the AKARNG who executed the Use Agreement. Following consultation with the AKARNG, the event bystander(s) has the authority to immediately terminate the Use Agreement for failure to comply with any term of the Use Agreement.
15. The AKARNG reserves the right to charge the renter for any additional costs incurred by the State in order to tear-down equipment used by the renter and/or to adequately clean the facility due to an underestimate of the clean-up needs and/or failure by the renter to provide agreed upon clean-up.
16. The renter agrees to reimburse the AKARNG for any costs incurred by the AKARNG for the repair of damage to the facility, grounds, or equipment owned by the AKARNG that occurred as a result of the rental.
17. The user will assume pecuniary liability for any and all damages during the time the user rents the facility.
18. The renter agrees to be bound by the terms and conditions found in the Facility Rental SOP and this Use Agreement.

Cancellations and Refunds

1. The DMVA/AKARNG reserves the right to cancel any Use Agreement in the event the facility should be needed for normal or emergency operations/activities of the DMVA/AKARNG/State of Alaska. The renter will be entitled to refund of any fees paid to the DMVA/AKARNG for the period affected by the cancellation minus actual expenses incurred by the DMVA/AKARNG.

2. The DMVA/AKARNG reserves the right to cancel any Use Agreement, at any time, if at the time the Use Agreement was signed, and the full facts had been known, would have resulted in refusal to allow rental of the facilities in accordance with this SOP or any applicable law or regulation.
3. The DMVA/AKARNG reserves the right to cancel any Use Agreement, at any time, if the renter fails to comply with any appropriate Federal, State, government ordinance, military regulation or this Use Agreement.
4. In the event a renter is unable to provide supervision as required by this Use Agreement, the renter will notify the DMVA/AKARNG of cancellation at least 24 hours prior to the date of the rental. The renter will be entitled to refund of any fees paid to the DMVA/AKARNG for the period affected by the cancellation minus actual expenses incurred by the DMVA/AKARNG.
5. The renter agrees to hold harmless, defend, and indemnify the United States Government, the Department of the Army, the State of Alaska, the Alaska Army National Guard, the event bystander(s), their departments and agencies of any kind, and their employees, representatives, agents and assigns, or anyone else connected with these entities for any loss, cost, expense, damage to Property, injury, or death incurred by the renter as a result of cancellation.
6. Refunds must be requested, in writing, by the renter.
7. The DMVA/AKARNG reserves the right to deny any refund request except for those Use Agreements cancelled due to DMVA/AKARNG need or because required supervision is unavailable.

Indemnity Clause

Renter's Initials

_____ The United States Government, the Department of the Army, the Alaska National Guard, the AKARNG, the event bystander(s), their departments and agencies of any kind, and their employees, representatives, agents and assigns, or anyone else connected with these entities assume no responsibility or liability for the activities involved in the rental of this property, for persons attending any function, or for the property of the attendees.

_____ The renter agrees to provide for the well-being and protection of attendees, equipment and property. The renter agrees to pay for any breakage or damage to the DMVA/AKARNG Facility or equipment that occurs as the result of the rental. The renter has examined and inspected or caused to be inspected, and accepts the premises for the intended purpose(s).

_____ The renter agrees to hold harmless and indemnify the United States Government, the Department of the Army, the Alaska National Guard, the AKARNG, the event bystander(s), their departments and agencies of any kind, and their employees, representatives, agents and assigns, or anyone else connected with these entities for any loss, cost, expense, damage to property, injury, or death arising from the rental.

The undersigned renter agrees to all terms and provisions as Stated within this Use Agreement

and/or attached addendum(s).

***FOR THE RENTER:**

(signature)

(printed name and title)

(date)

***FOR THE DMVA/AKARNG:**

(signature)

(printed name and title)

(date)

***FOR THE EVENT BYSTANDER:**

(signature)

(printed name and title)

(date)

***FOR THE EVENT BYSTANDER:**

(signature)

(printed name and title)

(date)

FOR DMVA/AKARNG USE

TYPE OF RENTAL: (check all that apply)

☐ State Facility ☐ Federal Facility ☐ Short-Term ☐ Long-Term

FUNDING: ☐ Standard Rate ☐ IIC

FEE TOTAL: _____

FEE RECEIVED ON: _____

FEE PROCESSED ON: _____

APPENDIX C – Alcohol Request Form

ALCOHOL REQUEST FORM USE AGREEMENT FOR RENTAL OF ALASKA ARMY NATIONAL GUARD AND/OR DEPARTMENT OF MILITARY AND VETERANS AFFAIRS FACILITY

*

(Name of facility)

Authorization for Alcoholic Beverages

1. I, _____ (name of renter), request The Adjutant General's permission to serve alcoholic beverages during my Rental of the _____ (facility name) on _____ (date(s) of rental) for _____ (purpose of rental).

2. I certify that I am at least twenty-one (21) years of age. Proof required.

3. Alcoholic beverages will be available to attendees:

- ☐ Open Bar (provided by Renter at no cost to attendees)
- ☐ Included in cost of admission (Licensed caterer required)
- ☐ Open Bar (provided by licensed caterer, paid by Renter)
- ☐ Private Cash bar (only nonprofit fraternal, civic, or patriotic organizations as defined by AS 04.11.420, at no cost to attendees)
- ☐ Cash Bar (Licensed caterer required)

4. I agree that consumption of alcoholic beverages will be in compliance with the applicable liquor laws, rules and regulations of the State of Alaska, City/Village of _____ and in accordance with Title 4 of the Alaska Statutes. I also agree to provide a copy of the appropriate proof-of-license to the DMVA/AKARNG when returning the signed Use Agreement prior to the rental start date in accordance with AS 04.11.010.

5. I further agree to hold harmless and indemnify the United States Government, the Department of the Army, the State of Alaska, the Alaska Army National Guard, the Event Bystander(s), their departments and agencies of any kind, and their employees, representatives, agents and assigns, or anyone else connected with these entities for any loss, cost, expense, damage to property, injury, or death incurred by myself as a result of this rental.

6. I understand that failure to comply with any of these conditions, or any of the terms and conditions included as part of the accompanying signed Use Agreement will result in the immediate cancellation of the Use Agreement and I agree to hold harmless and the United States Government, the Department of the Army, the State of Alaska, the Alaska Army National Guard, the Event Bystander(s), their departments and agencies of any kind, and their employees, representatives, agents and assigns, or anyone else connected with these entities for any loss, cost, expense, damage to property, injury, or death incurred by myself as a result of cancellation.

***FOR THE RENTER:**

(signature) (date)

(printed name and title)

***FOR THE AKARNG:**

(signature) (date)

(printed name and title)

APPENDIX D – References

REFERENCES

1. United States Code – <http://uscode.house.gov/search/criteria.shtml>
 - A. 10 U.S.C. § 18236 – Contributions to States; other use permitted by States
 - B. 32 U.S.C. § 508 – Assistance for certain youth and charitable organizations
 - C. 18 U.S.C. § 1460-1470 – Obscenity
2. Alaska Statutes – <http://www.touchngo.com/lglcntr/akstats/Statutes/Title04.htm>
 - A. AS 04.11.010 – License or Permit Required; Presumption Concerning Possession For Sale.
 - B. AS 04.11.080 – Types of Licenses and Permits.
 - C. AS 04.11.240 – Special Events Permit.
 - D. AS 04.11.230 – Caterer's Permit.
 - E. AS 39.52.120 – Misuse of official position
3. DODD/DoDI – <http://www.dtic.mil/whs/directives/corres/dir.html>
 - A. DoDI 4165.70 – Real Property Management
4. Army Regulations – <http://armypubs.army.mil/epubs/index.html>
 - A. AR 405-80 – Management of Title and Granting Use of Real Property
 - B. AR 190-11 – Physical Security of Arms, Ammunition, and Explosives
 - C. AR 190-13 – The Army Physical Security Program
 - D. AR 525-13 – Antiterrorism
 - E. AR 360-01 – The Army Public Affairs Program
5. National Guard Regulations – <http://www.ngbpdc.ngb.army.mil>
 - A. NGR 5-1 – National Guard Grants and Cooperative Agreements
 - B. NGR 405-80 – Real Estate, Army National Guard Program
 - C. NGR 420-10 – Construction and Facilities Management Office Operations
6. Code of Conduct on Federal property – <http://www.dhs.gov/code-conduct>